

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 03-068**

The City of Lincoln, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

### **BILLING & COLLECTION SERVICES FOR MEDICAL TRANSPORTATION SERVICES**

Sealed proposals will be received by the City of Lincoln, Nebraska on or before **12:00 noon Wednesday, March 5, 2003** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above.

All questions shall be made in writing only. Questions must be e-mailed to [Smeints@ci.lincoln.ne.us](mailto:Smeints@ci.lincoln.ne.us) with a cc: to [vmejer@ci.lincoln.ne.us](mailto:vmejer@ci.lincoln.ne.us) being received no later than February 27, 2003 with a hard copy received within 24 hours after e-mailed to Vince M. Mejer, City of Lincoln, 440 So 8<sup>th</sup> St., Suite, 200, Lincoln, NE 68508. A written response, if provided, will be in the form of an addendum and will be sent to all document holders registered in the Purchasing Office and posted on our web site at <http://www.ci.lincoln.ne.us/city/finance/purch/index.htm> under Bidding Opportunities and Awards. Corrections or changes to this document will be made only by written addendum; any oral explanation or interpretation shall not be binding. Addenda must be duly acknowledge with any submission.

All contact for information regarding the proposal must be addressed to the City of Lincoln Purchasing Office. Over the course of this process, proposal related contact with City Staff by a respondent or their agent may be grounds for automatic disqualification of that vendor.

SPECIFICATION 03-068  
FOR  
BILLING & COLLECTION SERVICES  
FOR MEDICAL TRANSPORTATION SERVICES

**1. SCOPE OF WORK**

- 1.1 All potential proposers are advised the billing and/or collection services which is the subject of this proposal are for emergency services provided for by the City of Lincoln.
- 1.2 The City reserves the right to negotiate an acceptable billing and collection policy with the selected firm.
- 1.3 The City wishes to retain the services of a firm, who's primary business is in medical billing (for purposes of billing), including coding of services rendered by the City.
  - 1.3.1 The firm shall have documental evidence of administering successful **billing** services for medical transport, emergency, non-emergency and diagnostic care rendered and other types of emergency billing and may be capable of conducting collection services for past due accounts as directed by the City.
  - 1.3.2 The successful proposer shall have certified coders on staff and assigned to our account.
- 1.4 All applicable City, State and Federal, including all subdivisions thereof, laws, rules and regulations are to be fully observed.
- 1.5 The City desires an all inclusive rate for performing the services.
  - 1.5.1 Rate shall be listed as two methods:
    - 1.5.1.1 a percentage based on amount of money collected less refunds and credits,
    - 1.5.1.2 a flat rate for each bill charged.
  - 1.5.2 The City will decide between the two methods which one best meets it's needs.
  - 1.5.3 Should your company do collection services, inclusive rates shall be listed separately for this service.
- 1.6 The rates proposed shall cover all costs including but not limited to telephone and postage expenses, office supplies, any other overhead expenses or administrative support.
  - 1.6.1 Any administrative or support work to include but not limited to software and training on the use of the software for both the City staff and the proposer's staff should be considered the responsibility of the proposer.
  - 1.6.2 Successful proposer shall provide any ongoing training to the city staff in regards to software, documentation, and billing procedures or processes.

**2. SUCCESSFUL PROPOSER'S RESPONSIBILITIES**

- 2.1 To facilitate billing, emergency services personnel will attempt to obtain all pertinent information from the transported individuals and record it on the appropriate patient record.
  - 2.1.1 Successful proposer shall demonstrate the capability to receive and transmit information in electronic format, via disk, FTP, tape, and modem, to and from Medicare, Medicaid, insurance companies and Lincoln Fire and Rescue.
  - 2.1.2 Successful proposer shall also demonstrate the capability to send and receive information to Lincoln Fire and Rescue via electronic means.
    - 2.1.2 This shall be at the expense of the proposer.
- 2.2 Successful proposer shall use the collected billing information as the basis for:
  - 2.2.1 Coding the service and billing the individual, Medicare, Medicaid, insurance companies, or other appropriate third party payers for services provided.
    - 2.2.1.1 Successful proposer shall demonstrate the ability to submit all claims via electronic means
      - 2.2.1.1.1 If unable to then explain which ones you can do.
  - 2.2.2 Preparing the required management and financial reports (see reports) including information on delinquent accounts, procedure accounts, charges, disallowance's, adjustments, payments, refunds, net bad debt, ending A/R for period, days in A/R, totals and average for the past month(s), and summary, no transports, charges and payments by vehicle, summary of adjustments, and aged accounts receivables.

- 2.2.2.1 Reports shall be submitted to Lincoln Fire & Rescue EMS in a format available for query by the City anytime.
- 2.2.2.2 Schedule and reports requested are shown in "**Attachment C**"
- 2.3 Services to be provided include:
  - 2.3.1 Mail invoices to each transported individual at the current prevailing rate for transportation services, if it is not covered or paid in full by insurance, except as prohibited by law.
  - 2.3.2 File all insurance claims forms for all patients based upon information received from the patient or obtained by successful proposer's research done at health care facilities or other methods.
  - 2.3.3 Mail or otherwise provide copies of incident reports to Medicare, Medicaid, insurance companies, or third party payers, when requested, to obtain payment.
    - 2.3.3.1 To the extent permitted by law, copies of incident reports will be provided by Lincoln Fire & Rescue upon request from the successful proposer.
    - 2.3.3.2 Requests for incident reports from any individual (non third party payer) shall be handled by Lincoln Fire & Rescue.
  - 2.3.4 Successful proposer shall not violate HIPAA requirements or Nebraska Revised Statute 71-5185
  - 2.3.5 Follow-up mailings of bills to the financial responsible party, as necessary.
  - 2.3.6 Re-file Medicare, Medicaid, or insurance claims, as necessary to obtain payment.
  - 2.3.7 Record payments and adjustments.
  - 2.3.8 Prepare management/financial reports.
  - 2.3.9 When a billed account has become past due, as defined in the LFR collection policy, return the account to the Lincoln Fire & Rescue by electronically providing the Lincoln Fire & Rescue with a listing of these past due accounts including all pertinent facts regarding attempted collection efforts.
    - 2.3.9.1 However, Lincoln Fire & Rescue, at its option, may leave selected accounts with the successful proposer for a longer period of time.
  - 2.3.10 Any other services as agreed to by the parties in order to effectively collect transport fees.
  - 2.3.11 Vendor shall submit a proposed Scope of Services statement with the RFP response.
  - 2.3.12 Successful proposer shall assist the City in the negotiations of contracts as they relate to payment from insurance companies or third party payers.

### 3. **REQUIRED USE OF ELECTRONIC FILING AND BILLING SYSTEM**

- 3.1 The successful proposer must be currently filing and receiving Medicare and Medicaid claims and payments electronically and must transmit/receive Medicare claims via the required National Standard Format (NSF) and any future standard Medicare or Medicaid may require.
  - 3.1.1 The successful proposer must also be currently filing electronic claims with all Commercial Insurance Carriers that accept electronic claims.
    - 3.1.1.1 If unable to submit all claims electronically, please identify carriers that you do submit electronically to.
    - 3.1.1.2 The successful proposer shall also submit a description of the billing system currently in use.
  - 3.1.2 The billing system must have been designed specifically for EMS billing and collection.
  - 3.1.3 The successful proposer must also submit and have on staff regular systems maintenance or IT personnel that can update and/or provide systems repair at the site of the vendor.
    - 3.1.3.1 If you are not able to update your billing software please explain who does it and how often it is done.
      - 3.1.3.1.1 Include a letter of verification from the company responsible for your system updates.
    - 3.1.3.2 For all software used as it relates to this RFP, provide certification showing HIPAA compliance
  - 3.1.4 The successful proposer shall also submit a system disaster recovery plan, as well as a full description of system backup and recovery plans.

- 3.2 Successful proposer shall supply on-line viewing and querying capabilities of the City's data to the City.
  - 3.2.1 Describe your software's capabilities for viewing and querying off site.
  - 3.2.2 Include a detailed description of what capabilities exist to create special reports from the on-line capabilities.
    - 3.2.2.1 Detail ease of use.
    - 3.2.2.2 List what technical assistance do you provide to assist in the writing of these reports.
    - 3.2.2.3 Proposer shall detail if any additional costs are associated with creating special reports not covered by this contract.

**4. SUCCESSFUL PROPOSER'S FEE FOR SERVICES OR FLAT RATE TO BE PROVIDED**

- 4.1 The successful proposer's fee for services shall include two options.
  - 4.1.1 Flat rate for each incident billed with a charge
  - 4.1.2 Percentage of money collected and posted to patient accounts.
  - 4.1.3 Routine refunds will be given to the City as a credit against money collected
- 4.2 The City reserves the right to select the fee option which is most advantageous to it's operations.
- 4.3 Any additional costs not included in the fee for services 4.1 shall be detailed.

**5. LOCK BOX ACCOUNT FOR PAYMENT**

- 5.1 The City will establish a Lock Box Agreement to facilitate receipt and deposit of payments on customers' accounts.
  - 5.1.1 The successful proposer will receive copies of all payment documents necessary to post collections to customers' accounts.
  - 5.1.2 The City will pay all costs associated with the Lock Box Account.
  - 5.1.3 A detailed report is needed for all deposits to include but not limited to:
    - 5.1.3.1 Total of daily deposit
    - 5.1.3.2 Amount of deposit posted to the emergency division
    - 5.1.3.3 Amount posted to non-emergency division
    - 5.1.3.4 Reports shall include each patient's number, name, account #, payment type, and dollars posted.
    - 5.1.3.5 Insufficient funds
    - 5.1.3.6 Payments received on accounts after account has been sent to the City's collection agency.

**6. RATES**

- 6.1 The current rates for Lincoln Fire & Rescue services are as per "**Attachment B**"

**7. SUBMISSION INFORMATION**

- 7.1 Five (5) complete copies of each firm's proposal are to be submitted in a sealed envelope plainly marked "BILLING AND/OR COLLECTION SERVICES FOR EMERGENCY SERVICES" along with the specification number and name of your company.
- 7.2 The original copy, being so marked, must be signed with the firm's name and bear the hand written signature of an officer or employee having authority to bind the company to his or her signature.
- 7.3 Each proposal shall include the legal name of the organization and a statement as to whether or not it is a sole proprietorship, partnership, a corporation, or any other legal entity.
- 7.4 A proposal by a corporation shall also give the state of incorporation (all businesses must be licensed to do business in Nebraska).
- 7.5 Firms shall submit proposals for one or both services needed - BILLING and COLLECTIONS, clearly separating fee structures and plans of implementation into two separate sections within the proposal.
- 7.6 Proposals submitted for only one or both of the services may be considered
- 7.7 Proposals shall include, but not be limited to:
  - 7.7.1 your plan to implement and conduct the tasks and expected **financial** results
  - 7.7.2 firm's experience in this type of work, including the volume of work done
  - 7.7.3 resumes of personnel to be assigned to this project

- 7.7.4 references (include phone numbers and account contact person) of clients for whom you perform said services.
- 7.7.5 fees associated for each aspect of the proposal
- 7.7.6 what (if any) additional information and assistance will be required from City
- 7.7.7 any supplemental information that will assist the City in evaluating your firm's capabilities
- 7.7.8 time schedule for implementation of the plan
- 7.8 References will be checked in order to insure proposers have previous experience (a minimum of five (5) years) in EMS billing and collection services.
- 7.9 This proposal does not commit the City to award a contract or to pay any costs incurred in the preparation of a response, including costs incurred by the vendor in preparing for or conducting any site visitations.
- 7.10 Submit a copy of your third party biller compliance plan.

## **8. TERM OF AGREEMENT**

- 8.1 The duration of the contract will be for one (1) year from the date of its signing with the option to renew for three (3) additional one-year periods.
- 8.2 The selected firm shall not sublet, sell, transfer, assign or otherwise dispose of the ensuing contract or any portion thereof, or his/her right, title or interest therein without prior written request to and written consent, by amendment of the contract, from the City.
- 8.3 At the end of the contract, if the provider is not selected for a new contract, there will be a phasing out process or wind-down process.
  - 8.3.1 Said process will be spelled out in the original contract.

## **9. INSURANCE, BONDS AND INDEMNIFICATION**

- 9.1 The successful proposer(s) shall agree to defend, indemnify and hold the City harmless from all losses, damages, and costs which arise as a result of the performance of this agreement, to the extent it is caused by the proposer.
- 9.2 The obligation of indemnification shall not be limited by the availability of insurance.
- 9.3. The proposer also agrees to hold the City harmless for any negligent act or omission committed by any person employed by the proposer, or under the terms of the contract.
- 9.4 The City disclaims any and all responsibility for injury to consultants, their agents or to others while examining the job site or at any other time.
- 9.5 The selected proposer will reimburse the City and hold it harmless from the cost of any losses for which the proposer is responsible.
- 9.6 Within fourteen (14) calendar days after the award of bid, the Contractor must execute a written agreement between the Contractor and the City (the "Agreement") which shall incorporate the terms of these specifications.
  - 9.6.1 Also within such time period, the Contractor shall furnish with the agreement a certificate of insurance in accordance with the requirements specified in the Insurance Requirements.
  - 9.6.2 All certificates of insurance shall be filed with the City on the standard Accord Certificate of Insurance form, showing the City as a named additional insured as pertains to the performance of this agreement.
  - 9.6.3 Such certificates shall specifically state that insurance policies are to be endorsed to require the insurer to provide the City thirty (30) days notice of cancellation, non-renewal or any material reduction of insurance coverage.
- 9.7 The successful proposer(s) shall be required to obtain a Business Service Fidelity Bond protecting the City against loss, damage or theft of City property.
  - 9.7.1 The amount will be \$100,000 (one hundred thousand dollars).
- 9.8 All certificates of insurance evidencing such coverage shall be provided to the office of City Attorney for review prior to the execution of the contract.

## **10. RECORD KEEPING, AUDIT AND INSPECTION OF RECORDS**

- 10.1 The contracted firm shall maintain books, records and other compilations of data pertinent to the performance of the provisions and requirements of the ensuing contract.

- 10.2 All such records shall be kept for a period of seven (7) years or for such period as may be specified in the contract.
  - 10.2.1 All retention periods start on the first day after termination of the ensuing contract.
  - 10.2.2 If any litigation, claim, negotiations, audit or other action involving the records has been started before the expiration of the applicable retention period, all records shall be retained until completion of the action and the resolution of all issues which arise from it, or until the end of the applicable retention period, whichever is later.
- 10.3 The City, or its agents, shall have the right at any time and upon reasonable notice to examine and copy the books, records and other compilations of data of the contracted firm which pertain to the provisions and requirements of the ensuing contract.
- 10.4 Selected firm shall maintain accounting of patient data or PHI as required by HIPAA.

## **11. RESERVATION OF RIGHTS**

- 11.1 The City reserves the right to cancel any contract immediately for cause, or for convenience on thirty days prior written notice to the contracted firm.
- 11.2 The City also reserves the right to include in the contract for services other terms and conditions not specifically set forth herein, including but not limited to terms and conditions required by non-City funding sources.
- 11.3 The City reserves the right to waive any informalities in proposals, to accept any proposal, and, to reject any and all proposals, should it be deemed for the best interest of the City to do so.
- 11.4 The City reserves the right to substantiate proposer's qualifications capability to perform, availability, past performance record and to verify that the proposer is current in its obligations to the City.

## **12. EVALUATION CRITERIA**

- 12.1 Demonstrated ability to comply with all local, state, and Federal laws, rules, and regulations including all aspects of participation in a Federal Healthcare Program.
- 12.2 The proposer's ability to maximize revenue's for the City.
- 12.3 Understanding of the requirements of this RFP.
- 12.4 Relevance and suitability of the project approach and schedule to meet the needs of the City.
- 12.5 Qualifications and expertise of the key personnel to be assigned to this project.
- 12.6 Background experience of the firm and the project team, as it directly relates to this RFP.
- 12.7 Record of past performance on similar services.
- 12.8 Comments and opinions provided by references.
- 12.9 Quality and cost control procedures to be used.
  - 12.9.1 Identify personnel responsible for these control.
- 12.10 Resources of the firm to conduct and complete this service in a satisfactory manner.
  - 12.10.1 Factors to be considered included: current work load and ability and willingness to commit the key personnel.
- 12.11 Clarity, conciseness, organization of proposal and completeness.
- 12.12 Questionnaire.
- 12.13 Price.

## **13. AWARD**

- 13.1 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the City has the flexibility to negotiate with a selected firm or firms to arrive at a mutually agreeable relationship.
- 13.2 The City shall be the sole judge as to merits of the proposal, and the City's decision will be final.
  - 13.2.1 The City's evaluation criteria will include, but shall not be limited to, criteria listed in this proposal.
- 13.3 A committee will be assigned by the Mayor with the task of reviewing the proposals received.
  - 13.3.1 The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the proposer to clarify or expand qualification statements.
  - 13.3.2 A short list of firms from proposals submitted may be selected for a presentation to the committee and ranked by committee members.

- 13.4 Final approval to enter into contract negotiations with the top ranked firm will be by the Mayor of the City of Lincoln.
- 13.5 The City shall not be liable for any expense incurred in connection with preparation of a response to this RFP.
- 13.6 The contract document shall incorporate by reference all requirements, terms and conditions of the solicitation, proposal received and all negotiated details.
- 13.7 The City reserves the right to visit the site of which the work performed will be done, including speaking with key personnel available at the time of visit prior to award.

**14. ATTACHMENTS**

- 14.1 **ATTACHMENT A:** This gives the proposer an idea of how the Lincoln Fire & Rescue operates today.
  - 14.1.1 Should proposer desire additional measures or procedures they must explain said additions or changes desired.
- 14.2 **ATTACHMENT B:** Rates
- 14.3 **ATTACHMENT C:** Lists the schedule and reports requested
- 14.4 **ATTACHMENT D:** Questionnaire must be filled out in its entirety so as the City can fully evaluate each proposal.
- 14.5 **ATTACHMENT E:** Current layouts.
  - 14.5.1 E1 = LFR to billing company
  - 14.1.2 E2 = Hospital to LFR to billing
- 14.6 **ATTACHMENT F:** Financial History; LFR has all ALS ambulance
- 14.7 **ATTACHMENT G:** Call volume history
- 14.8 **ATTACHMENT H:** Collection agency record layout
- 14.9 **ATTACHMENT I:** Collection and write-off policy
- 14.10 **ATTACHMENT J:** Sample run reports